

1 BILL NO. S-92-05-06

2 SPECIAL ORDINANCE NO. S-91-92

3 AN ORDINANCE approving Contract 79-  
4 133-21, HOSEY DAM SEAL REPLACEMENT  
5 PROJECT between DEHNER CONSTRUCTION  
6 and the City of Fort Wayne, Indiana,  
7 in connection with the Board of  
8 Public Works.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
10 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

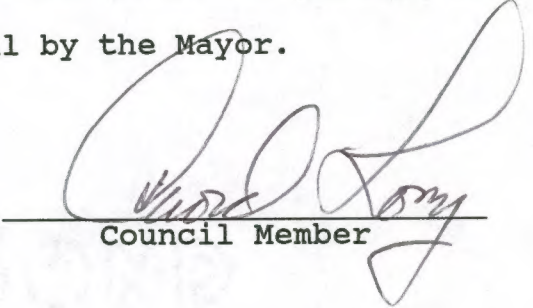
11 SECTION 1. That the Contract 79-133-21 by and  
12 between DEHNER CONSTRUCTION and the City of Fort Wayne,  
13 Indiana, in connection with the Board of Public Works, is  
14 hereby ratified, and affirmed and approved in all  
15 respects, respectfully for:

16 the labor, material, equipment, tools, power,  
17 transportation, miscellaneous equipment, etc.,  
18 for the Hosey Dam Seal Replacement;


19 involving a total cost of Thirty-Eight Thousand Eight  
20 Hundred Fifty and no/100 Dollars.

21 SECTION 2. Prior Approval has been requested  
22 from Common Council on APRIL 14, 1992. Two copies of  
23 said Contract are on file with the Office of the City  
24 Clerk and made available for public inspection, according  
25 to law.

26 SECTION 3. That this Ordinance shall be in  
27 full force and effect from and after its passage and any  
28 and all necessary approval by the Mayor.

29   
30 Council Member

31 APPROVED AS TO FORM  
32 AND LEGALITY

  
J. Timothy McCaulay, City Attorney

## CONTRACT NO. 79-133-21

THIS CONTRACT made and entered into in triplicate this 6<sup>th</sup> day of May, 19 92, by and between Dehner Construction, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER; WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows.

**ARTICLE 1: SCOPE OF WORK**

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

HOSEY DAM SEAL REPLACEMENT PROJECT

all in accordance to the plans and specifications and do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE 2: THE CONTRACT SUM**

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$38,850.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.

**ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE**

The CONTRACTOR may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any case, the Board will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract.

**ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the OWNER to promptly make such inspection.

When the Engineering Department find the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works.

Upon receiving the Engineering Department's recommendations, the Board of Public Works shall issue a final certificate stating the work provided for in this Contract has been completed and accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that the CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, materials or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

**ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of any Contractor, or its agents, employees or workmen or any judgment of any court or award or any Board of Arbitrators or of the Industrial Board of the state of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other thing pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

**ARTICLE 6: NONDISCRIMINATION OF LABOR**

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

**ARTICLE 7: PREVAILING WAGE SCALE**

The CONTRACTOR agrees to pay, and also requires of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

**ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids;
- b. Instruction to Bidders;
- c. Contractor's Proposal Dated April 1, 1992;
- d. Drawings and Specifications accompanying bid packet for this Contract;
- e. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne;
- f. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended);
- g. Prevailing Wage Scale;
- h. Performance and Guaranty Bond;
- i. Labor and Material Payment Bond; and
- j. Comprehensive Liability Insurance Coverage.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Public Works of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no change in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12:

The CONTRACTOR agrees to complete the work specified in the contract by June 30, 1992 after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMAN APPROVAL

This agreement although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

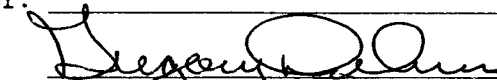
ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

BY:

  
President

BY:




Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Paul Helmke, Mayor

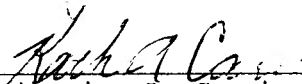
BOARD OF PUBLIC WORKS



Charles E. Layton  
Director of Public Works



C. James Owen



Katherine A. Carrier  
Member

ATTEST:

  
Patricia J. Crick, Clerk

Read the first time in full and on motion by Long, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on City Rules (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 5-12-92 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Long, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>		<u>1</u>	
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG			<u>✓</u>	
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 5-26-92 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 191-92 on the 26th day of May, 1992

ATTEST: (SEAL) Sandra E. Kennedy Thomas E. Henry  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1992, at the hour of 3:00 o'clock P. M., E.S.T. Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 1992, at the hour of 11:45 o'clock A. M., E.S.T. Paul Helmke  
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract 79-133-21, Hosey Dam Seal Replacement Project

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract 79-133-21 is for the labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the Hosey Dam Seal Replacement. **PRIOR APPROVAL WAS RECEIVED ON 4/14/92.**

EFFECT OF PASSAGE: Water events will be possible for Three Rivers Festival.

EFFECT OF NON PASSAGE:

*J-92-0506*

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$38,850.00

ASSIGNED TO COMMITTEE:



BILL NO. S-92-05-06

REPORT OF THE COMMITTEE ON  
CITY UTILITIES

DAVID C. LONG, CHAIR  
SAMUEL J. TALRAICO, VICE CHAIR  
LUNSEY, BRADBURY

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract 79-  
133-21, HOSEY DAM SEAL REPLACEMENT PROJECT between DEHNER CONSTRUCTION  
and the City of Fort Wayne, Indiana, in connection with the Board  
of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)X

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Sam J. Talraico*

*Janet Bradbury*

*David Long*

DATED: *5-26-92.*

Sandra E. Kennedy  
City Clerk